

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
NORTHERN VALLEY COMMUNICATIONS, L.L.C.,

Plaintiff,

v.

QWEST COMMUNICATIONS CORPORATION,  
Defendant.

Civil Action No. 08-CV-6799  
(GBD) (GWG)  
ECF Case

**DECLARATION OF LISA  
HENSLEY ECKERT  
IN SUPPORT OF MOTION  
TO TRANSFER ACTION  
PURSUANT TO 28 U.S.C.  
SECTION 1404(a)**

-----X  
I, LISA HENSLEY ECKERT, do depose on oath and state as follows

1. I am Staff Director in the Public Policy Organization at Qwest Communication International, Inc., the corporate parent of Qwest Communications Corporation.

2. As Staff Director, I am responsible for investigating and developing company-wide policies regarding intrastate and federal (interstate) intercarrier compensation issues, such as switched access, reciprocal compensation, and abusive arbitrage of the regulatory frameworks of intercarrier compensation. I work regularly with the business teams to investigate and analyze abusive arbitrage situations, including traffic pumping. Traffic pumping issues are one of my areas of direct responsibility.

**A. State and Federal Regulatory Regime for Switched Access Charges**

3. Switched access charges for large local exchange carriers ("LECs"), like Qwest Corporation, and Verizon, are set at approximately ½ cent per minute, by tariffs filed with the Federal Communications Commission ("FCC") (for interstate calls) and state commissions (for intrastate calls).

4. However, switched access charges of rural carriers, as Northern Valley purports to be, are much higher. Northern Valley charges 4.3 cents per minute for interstate calls and 12.25 cents per minute on intrastate calls.

5. Rural LECs charge higher access rates premised on the notion that the volume of traffic to and from their end-users will be modest because they serve very small communities and because they require a subsidy to serve relatively few residents spread out across a large geographic area and at relatively the same rates as urban residents.

**B. Traffic Pumping Abuse (Including Northern Valley's) of the Access Charge Regime**

6. Each Traffic Pumping LEC, including Northern Valley, entered into business relationships with so-called "Free Calling Service Companies" ("FCSCs"), the first part of which the LEC assigns telephone numbers to the FCSCs.

7. Based on investigations to date, Northern Valley has assigned telephone numbers to at least several FCSCs, including Global Conference Partners, TeleJunction, VAPPs, Inc. and Eagle Teleconferencing. In addition, Northern Valley has relationships with FCSCs that operate at least the following websites: (a) [www.octopuscity.com](http://www.octopuscity.com), (b) [www.highspeedconferencing.com](http://www.highspeedconferencing.com), (c) [www.yugma.com](http://www.yugma.com), and (d) [www.easyconference.com](http://www.easyconference.com).

8. On websites such as the above, the FCSCs offer "free" conference calling, "free" chat line service, and "free" international calling, using the South Dakota telephone numbers that the LEC assigned to the FCSC. People then make calls (generally, long distance calls) to those telephone numbers to obtain the "free" services. Once dialed, the calls do not connect to a resident or local business in Northern Valley's exchange area; instead, the call connects to a computer, router or conference bridge utilized by the FCSC. Northern Valley bills the IXC (such as Qwest) of the person who called the South Dakota telephone number, for terminating

switched access. Northern Valley then kicks back a portion of those switched access charges to the FCSC. In each case known to date, the LEC does not pay these kickbacks until the IXC pays the subject access charges.

9. In other traffic pumping cases, it is the norm for the LEC to enter into a contract with FCSCs and agree to provide service to them at no charge. In many circumstances, there is a clear business relationship, but no indicia of a customer relationship. For example, the LECs:

- Do not report the lines to the FCSCs as access lines on FCC forms;
- Do not input the FCSCs into their billing system;
- Do not issue invoices to the FCSCs;
- Do not list the telephone numbers assigned to FCSCs in their directories;
- Do not charge the FCSCs for unlisted numbers; and
- Do not list the telephone numbers assigned to the FCSCs in the 911 database.

10. In other traffic pumping cases, FCSCs did not have a building or location of their own where the conference bridge equipment, computers or routers were located; instead, the traffic pumping LECs let the FCSCs place equipment in their own buildings free of charge. In some circumstances, the traffic pumping LECs even purchased the conference equipment and allowed FCSCs to use it free of charge.

11. In an effort to overcome these clear problems, some LECs have backdated invoices and contracts to make it appear that the FCSCs were their local customers. For example, in an FCC proceeding, a LEC was caught backdating this evidence to make it appear that the invoices and contracts were created contemporaneously, and the FCC is in the process of reconsidering a decision as a result.

C. **Northern Valley's Interstate Switched Access Tariff and South Dakota Local Exchange Catalog.**

12. *Attachment A* to this Declaration is a true and correct copy of excerpts of Northern Valley's interstate access tariff on file with the Federal Communications Commission. Northern Valley's interstate tariff defines "premises" as "a building or buildings on continuous property." See Attachment A at § 2.6.

13. *Attachment B* to this Declaration is a true and correct copy of excerpts of Northern Valley's South Dakota local exchange catalog (a form of tariff) on file with the South Dakota Public Utilities Commission.

A. Northern Valley's local exchange catalog defines a local customer as one who "contracts for telephone service... and is responsible for the payment of charges and compliance with the rules and regulations of the company." See Attachment C at Definitions.

B. Northern Valley's local exchange catalog also requires that Northern Valley submit monthly bills, and local customers pay these monthly bills. *Id.* at Pt. II(K)(1)(a, b).

C. The local exchange catalog defines "customer premises equipment" as equipment "located on the customer's premise owned by the customer or owned by the telephone utility and ... leased to the customer." See Attachment C at Definitions.

D. Northern Valley's local exchange catalog states that local exchange "customers will at their expense... [p]rovide power to operate" their customer premises equipment. See Attachment C at Pt. VII(C)(1)(a).

14. *Attachment C* to this Declaration is a true and correct copy of excerpts of Northern Valley's intrastate access tariff on file with the South Dakota Public Utilities Commission.

**D. Facts Regarding South Dakota as Northern Valley's Home Forum**

15. I searched the TelcoData non-proprietary web site by OCN (Operating Company Number), and confirmed that Northern Valley's switch and central offices are located in South Dakota. In addition, I have reviewed Northern Valley's website and it states that Northern Valley's store is located in Aberdeen, South Dakota and Billing Department is located in Groton, South Dakota.

16. Northern Valley's certificate to provide local telephone service was granted by, and is regulated by, the South Dakota Public Utilities Commission.

17. Northern Valley's website states that Northern Valley is wholly owned by James Valley Cooperative Telephone Company of Groton, an incumbent local exchange carrier (ILEC) in South Dakota.

18. I have reviewed the TelcoData website, and found that Northern Valley has two listed switches, one in Redfield, South Dakota and one in Aberdeen, South Dakota. Both of those switches have CLLI codes indicating that they are remote switches. The switch information available in this non-proprietary site indicates that at least one of these, the Aberdeen site, has a piece of equipment called the Siemens EWSD remote digital line unit. The phone numbers assigned to that remote appear to be the numbers billed for traffic going to at least one FCSC. This equipment has a limited amount of capacity available into it, which is well below the capacity known to be essential for at least one of the FCSPs involved in this scheme. This leads me to believe that the Northern Valley remote switches are homed off of the commonly owned ILEC arm, James Valley. It is highly unlikely this type of remote switch

could handle the presently known call volumes involved in this case. Both the James Valley host switch and the Northern Valley remote switch are located in South Dakota.

19. Another CLEC, Omnitel Communications in Iowa, was confronted with a host-switch and remote switch scenario. Instead of terminating the traffic, Omnitel had its affiliated ILEC (Farmers Mutual) terminate the traffic, and Omnitel billed the long distance carriers wrongfully claiming it had terminated the traffic. *See Attachment D.*

20. I have verified through searches on the Internet that Eagle Teleconferencing, one of the FCSCs partnering with Northern Valley, is involved in international calling. In these circumstances, calls are made to a South Dakota number assigned to Northern Valley, and the call is forwarded to an international location.

21. *Attachment E* is a true and correct copy of the complaint filed by Northern Valley in the United States District Court for the District of South Dakota, against MCI Communications Services, Inc. The complaint reflects that Northern Valley already has counsel representing it in that case.

**E. Facts Regarding Qwest's Greater Convenience in Litigating in South Dakota.**

22. Qwest is headquartered in Denver, Colorado.

23. In my capacity as Staff Director, I perform work for both Qwest Communications Corporation (Qwest's long distance affiliate) and Qwest Corporation (Qwest's local exchange affiliate). Through these affiliates, Qwest has substantial operations in South Dakota. Specifically, Qwest Corporation, is an incumbent local exchange carrier in several large communities in South Dakota. In addition, Qwest Communications Corporation has substantial network facilities in South Dakota. As such, Qwest entities have a substantial presence in South

Dakota, substantial contacts in South Dakota, and long standing relationships with local lawyers in South Dakota.

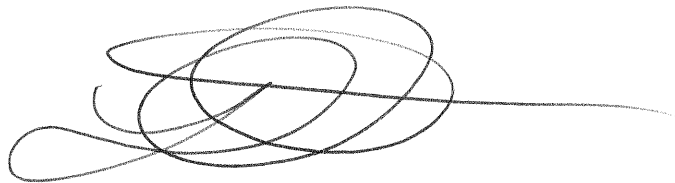
24. *Attachment F* is a true and correct copy of the complaint filed by Sancom, Inc. v. Qwest Communications Corporation in the United States District Court for the District of South Dakota, against Qwest Communications Corporation. Qwest already has local counsel in the *Sancom* action in the South Dakota District Court.

25. Qwest's end users in New York are approximately 6 percent of its overall retail long distance customer base.

26. Other than long distance calls potentially made by Qwest end users located in New York to the FCSCs who Northern Valley assigned telephone numbers, I am not aware of any conduct relating to Northern Valley's traffic pumping that has occurred in New York.

I declare under penalty of perjury that the foregoing is true and correct, executed this 2<sup>th</sup> day of

Sept, 2008.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Lisa Hensley Eckert

# **ATTACHMENT A**



NORTHERN VALLEY COMMUNICATIONS, L.L.C.

TARIFF F.C.C. NO. 2  
Original Title Page 1

ACCESS SERVICE

Regulations, Rates and Charges  
applying to the provision of Access Services  
within a Local Access and Transport Area (LATA) or  
equivalent Market Area for connection to interstate  
communications facilities for Interstate Customers within  
the operating territories of  
NORTHERN VALLEY COMMUNICATIONS, L.L.C.

Access Services are provided  
by means of wire, fiber optics, radio  
or any other suitable technology  
or a combination thereof.

Effective November 16, 2004,  
the terms, conditions and rates contained herein  
replaces and cancels in its entirety  
Northern Valley Tariff F.C.C No. 1.

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Issued: November 15, 2004

Effective: November 16 2004

Director-Access Tariffs  
2211 Eighth Ave NE Suite 1101, Aberdeen, South Dakota 57401

NORTHERN VALLEY COMMUNICATIONS, L.L.C.

TARIFF F.C.C. NO. 2  
Original Page 2-59

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

End Office

The term "End Office" denotes a local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks. This term includes Remote Switching Modules/Systems served by a Host Central Office in a different wire center.

End User

The term "End User" means any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

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Issued: November 15, 2004

Effective: November 16 2004

Director-Access Tariffs  
2211 Eighth Ave NE Suite 1101, Aberdeen, South Dakota 57401

NORTHERN VALLEY COMMUNICATIONS, L.L.C.

TARIFF F.C.C. NO. 2  
Original Page 2-68

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Originating Direction

The term "Originating Direction" denotes the use of access service for the origination of calls from an End User Premises to an IC Premises.

Pay Telephone

The term "Pay Telephone" denotes a coin or coinless instrument provided in a public or semipublic place where Payphone Service Provider customers can originate telephonic communications and pay the applicable charges by (1) inserting coins into the equipment, or (2) using a credit card, or (3) third party billing the call or (4) calling collect.

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Issued: November 15, 2004

Effective: November 16 2004

Director-Access Tariffs  
2211 Eighth Ave NE Suite 1101, Aberdeen, South Dakota 57401

NORTHERN VALLEY COMMUNICATIONS, L.L.C.

TARIFF F.C.C. NO. 2  
Original Page 2-69

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Payphone Service Provider

The term "Payphone Service Provider" denotes an entity that provides pay telephone service, which is the provision of public, semi-public or inmate pay telephone service.

Point of Termination

The term "Point of Termination" denotes the point of demarcation within a customer-designated premises at which the Telephone Company's responsibility for the provision of Access Service ends.

Premises

The term "Premises" denotes a building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway.

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Issued: November 15, 2004

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2211 Eighth Ave NE Suite 1101, Aberdeen, South Dakota 57401

NORTHERN VALLEY COMMUNICATIONS, L.L.C.

TARIFF F.C.C. NO. 2  
Original Page 2-73

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Tandem Switched Transport

The term "Tandem Switched Transport" denotes transport from the tandem to the end office that is switched at a tandem. This also includes transport from the host switch to the remote switch.

Terminating Direction

The term "Terminating Direction" denotes the use of Access Service for the completion of calls from an IC premises to an End User Premises.

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Issued: November 15, 2004

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Director-Access Tariffs  
2211 Eighth Ave NE Suite 1101, Aberdeen, South Dakota 57401

NORTHERN VALLEY COMMUNICATIONS, L.L.C.

TARIFF F.C.C. NO. 2  
Original Page 5-1

ACCESS SERVICE

5. Switched Access Service

5.1 General

Switched Access Service, which is available to customers for their use in furnishing their services to end users, provides a two-point communications path between a customer designated premises and an end user's premises. It provides for the use of common terminating, switching, and trunking facilities and for the use of common subscriber plant of the Telephone Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer designated premises, and to terminate calls from a customer designated premises to an end user's premises in the LATA where it is provided. Specific references to material describing the elements of Switched Access Service are provided following.

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Issued: November 15, 2004

Effective: November 16 2004

Director-Access Tariffs  
2211 Eighth Ave NE Suite 1101, Aberdeen, South Dakota 57401

# **ATTACHMENT B**

**Northern Valley Communications, LLC  
South Dakota - General Exchange Catalog**

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I Title Sheet, Table of Contents, and Subject Index

II General Rules and Regulations

III Definitions

IV Local Exchange Catalogs

V General Exchange Catalogs

VI Service Charges

VII Connections with Customer-Premise Equipment

PG Price Guide



NORTHERN VALLEY COMMUNICATIONS, LLC

GENERAL EXCHANGE CATALOG

STATE OF SOUTH DAKOTA

JANUARY 1, 2000

GENERAL EXCHANGE CATALOG

NORTHERN VALLEY  
COMMUNICATIONS, LLC  
State of South Dakota

PART I  
ORIGINAL SHEET 2

TABLE OF CONTENTS

PART I	Title Sheet, Table of Contents, and Subject Index
PART II	General Rules and Regulations
PART III	Definitions
PART IV	Local Exchange Catalogs
PART V	General Exchange Catalogs
PART VI	Service Charges
PART VII	Connections with Customer-Premise Equipment

ISSUED: December 27, 1999

EFFECTIVE: January 1, 2000

BY: General Manager

Groton, South Dakota 57445

## GENERAL EXCHANGE CATALOG

NORTHERN VALLEY  
COMMUNICATIONS, LLC  
State of South Dakota

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ORIGINAL SHEET 3

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BY: General Manager

Groton, South Dakota 57445

## GENERAL EXCHANGE CATALOG

NORTHERN VALLEY  
COMMUNICATIONS, LLC  
State of South Dakota

PART I  
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BY: General Manager

Groton, South Dakota 57445

## GENERAL EXCHANGE CATALOG

NORTHERN VALLEY  
COMMUNICATIONS, LLC  
State of South Dakota

PART I  
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Groton, South Dakota 57445

## GENERAL EXCHANGE CATALOG

NORTHERN VALLEY  
COMMUNICATIONS, LLC  
State of South Dakota

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ISSUED: December 27, 1999

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Groton, South Dakota 57445

## GENERAL EXCHANGE CATALOG

NORTHERN VALLEY  
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State of South Dakota

PART I  
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EFFECTIVE: January 1, 2000

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Groton, South Dakota 57445

## GENERAL EXCHANGE CATALOG

NORTHERN VALLEY  
COMMUNICATIONS, LLC  
State of South Dakota

PART I  
ORIGINAL SHEET 8

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Groton, South Dakota 57445



GENERAL EXCHANGE CATALOG

NORTHERN VALLEY  
COMMUNICATIONS, LLC  
State of South Dakota

PART II  
ORIGINAL SHEET 6

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GENERAL RULES AND REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

4. Payment of Service

- a. The customer is required to pay all rates and charges for exchange services and facilities, and for toll messages (including collect toll messages which have been accepted at the customer's telephone).

5. Maintenance and Repairs

- a. All expense of maintenance and repair of regulated services or facilities provided by the Company will be borne by the Company. The customer will be held responsible for restoration or replacement costs in case of loss of, damage to, or destruction of any of the Company's facilities not due to normal use. Customers may not rearrange, disconnect, or remove or permit others to rearrange, disconnect, or remove any Company owned facility installed by the Company unless provided elsewhere in this catalog.

6. Unusual Installation Costs

- a. Where special requirements of the customer involve unusual construction or installation, the customer may be required to pay additional costs as provided elsewhere in this catalog.

## GENERAL EXCHANGE CATALOG

NORTHERN VALLEY  
COMMUNICATIONS, LLC  
State of South Dakota

PART II  
ORIGINAL SHEET 16

## GENERAL RULES AND REGULATIONS

## J. DISCONNECTION OR REFUSAL OF SERVICE (Continued)

## 5. At Customer's Request (Continued)

- b. Where a contract for service with a one-month minimum period is canceled before establishment of the service is completed, a charge not to exceed the service charge specified, is applied if all or a portion of the facilities have been installed.
- c. No minimum or termination charge will apply (unless otherwise stated specifically in this Catalog) where a new customer takes over the service of the former customer, provided the service is to be furnished at the same location without interruption and that the new customer assumes all unpaid charges on the original contract. Minimum and termination charges will apply for any service furnished under the original contract which is not retained by the new customer.
- d. No minimum or termination charge will apply in the event the service is terminated because of condemnation, destruction, or damage to property by fire or other cause, beyond the control of the customer.

## K. PAYMENT FOR SERVICE AND FACILITIES

## 1. General

- a. Generally all customers shall pay for services and facilities monthly in advance, and Nonrecurring charges in arrears. Municipal, State or Governmental Agencies may be exceptions to this rule.
- b. Billing to customers shall be scheduled monthly.
- c. All bills for local or miscellaneous services are due when the statement is rendered, and are delinquent 20 days after the bill is rendered. Residential customers shall be permitted to have the last date for timely payment changeable for good cause in writing.
- d. When a customer is connected or disconnected, or for other cause the service received deviates by more than twenty-four consecutive hours from the normal billing period, the bill shall be prorated. If the prorating indicates a refund is due, the refund shall be accomplished by bill credit.
- e. When warranted, in the judgment of the Company, special toll bills may be rendered.

GENERAL EXCHANGE CATALOG

NORTHERN VALLEY  
COMMUNICATIONS, LLC  
State of South Dakota

PART II  
ORIGINAL SHEET 17

GENERAL RULES AND REGULATIONS

K. PAYMENT FOR SERVICE AND FACILITIES (Continued)

2. Service Charge for Reconnection

- a. Where service has been discontinued for nonpayment of a due bill applicable service charges as defined in Part VI of this catalog shall apply.
- b. Where service has been discontinued for the nonpayment of a due bill, the customer may be required to re-establish credit as defined in Establishment and Maintenance of Credit.
- c. The maximum payment for restoration of service that existed prior to disconnection shall be the total past due amount, applicable nonrecurring charges and if appropriate, an Advance Payment and Deposit as specified elsewhere in this catalog.

3. Returned Check Charge

- a. Customers whose checks are returned by the bank for insufficient funds or stop payment will be assessed a \$30.00 charge.

L. TAXES OR FEES TO BE BILLED TO CUSTOMERS

1. General

- a. When a municipality or political subdivision imposes upon the Company any license, occupation, franchise, permit, inspection or other similar tax, such tax fee or charge shall be billed to the telephone customers receiving service within the municipal or political subdivision, allocated uniformly on the basis of each such customer's monthly charges for the types of service made subject to such tax, fee or charge.

## GENERAL EXCHANGE CATALOG

NORTHERN VALLEY  
COMMUNICATIONS, LLC  
State of South Dakota

PART III  
ORIGINAL SHEET 3

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DEFINITIONS

CONSTRUCTION CHARGE - A separate recurring and/or nonrecurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in the exchange catalogs.

CONTIGUOUS PROPERTY - Two or more parcels of property, occupied by the customer, in which the boundary line of one property touches the boundary line of the other(s).

CONTRACT - The agreement between a customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the catalog.

COST - The cost of labor and materials, which includes appropriate amounts to cover the Company's general operating and administrative expenses.

CUSTOMER - The individual, carrier, reseller, partnership, association, corporation or government agency which contracts for telephone service, or relays messages to or from points outside the extended area, and is responsible for the payment of charges and compliance with the rules and regulations of the Company.

CUSTOMER-PREMISE EQUIPMENT - Terminal equipment located on the customer's premise owned by the customer or owned by the telephone utility or some other supplier and leased to the customer.

DELINQUENT OR DELINQUENCY - An account for which a bill or payment agreement for regulated services or equipment has not been paid in full on or before the last day for timely

DEMARCATIION POINT - The point of connection provided and maintained by the telephone utility to which the telephone utility-owned existing inside station wiring or customer-provided new inside station wiring becomes dedicated to an individual building or facility. For an individual customer dwelling, this point of connection will generally be immediately adjacent to, or within twelve inches of, the protector or the customer's side of the protector. The drop and block, including the protector, will continue to be provided by and remain the property of the telephone utility. In the instance where a physical protector does not exist at the point of cable entrance into the building or facility, the demarcation point is defined as the entrance point of the cable into the building or facility.

DIAL SWITCHING EQUIPMENT - A unit of electro-mechanical or electronic switching equipment used in a central office or in connection with private branch exchange service.

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ISSUED: December 27, 1999

EFFECTIVE: January 1, 2000

BY: General Manager

Groton, South Dakota 57445

GENERAL EXCHANGE CATALOG

NORTHERN VALLEY  
COMMUNICATIONS, LLC  
State of South Dakota

PART III  
ORIGINAL SHEET 7

---

DEFINITIONS

GENERAL EXCHANGE SERVICES - Facilities, services or features furnished by the Company connected to or associated with primary local exchange service.

GRADE OF SERVICE - The term used to describe individual line, or various party line services.

INDIVIDUAL LINE - A Central Office Access Line to provide one-party service. (Not a private branch exchange trunk.)

INITIAL SERVICE PERIOD - The minimum length of time for which a customer is obligated to pay for service, facilities and equipment, whether or not retained by the customer for such minimum length of time.

INSTALLATION CHARGE - A nonrecurring charge made at the time of installation of communications service or facilities, which may apply in place of or in addition to Service Charges and other applicable charges for service.

LOCAL EXCHANGE SERVICE - Telecommunications within a local service area in accordance with the provisions of the Company's catalogs.

LOCAL MESSAGE - A completed customer or user call between stations located within the same Exchange Area or Local Service Area.

LOCAL SERVICE AREA - The area within which telephone service is furnished under a specific schedule or rates without the application of a long distance message charge.

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ISSUED: December 27, 1999

EFFECTIVE: January 1, 2000

BY: General Manager

Groton, South Dakota 57445

GENERAL EXCHANGE CATALOG

NORTHERN VALLEY  
COMMUNICATIONS, LLC  
State of South Dakota

PART III  
ORIGINAL SHEET 8

---

DEFINITIONS

MESSAGE - A completed customer or user call.

MILEAGE RATE - The rate applying for the use of part or all of a line furnished by the Company.

MINIMUM CONTRACT PERIOD - The minimum length of time for which a customer is obligated to pay for services and/or facilities, whether or not retained by the customer for such minimum length of time.

NONRECURRING CHARGE - A one-time charge associated with certain installations, changes or transfers of services, either in lieu of or in addition to recurring monthly charges.

OTHER SUPPLIER - The customer or any entity other than the telephone utility providing, repairing or maintaining new inside station wiring or existing or new terminal equipment or repairing or maintaining existing inside station wiring.

OUTSIDE PLANT - The telephone facilities installed on, along, or under streets, alleys, highways, and private rights-of-way between customer locations, central offices or the central office and customer location.

PREMISES - The space occupied by an individual customer in a building, in adjoining buildings, or on contiguous property including property separated only by a public thoroughfare, a railroad right-of-way, or a natural barrier.

PRIVATE BRANCH EXCHANGE TRUNKS - See "Central Office Access Line."

---

ISSUED: December 27, 1999

EFFECTIVE: January 1, 2000

BY: General Manager

Groton, South Dakota 57445

## GENERAL EXCHANGE CATALOG

NORTHERN VALLEY  
COMMUNICATIONS, LLC  
State of South Dakota

PART IV  
ORIGINAL SHEET 1

## LOCAL EXCHANGE SERVICE

## A. GENERAL

Central Office Access Lines extend between the central office equipment of the Company and the demarcation point located on the premises of the customer. Rates for Central Office Access Lines are shown in paragraph B. below. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this catalog.

## B. RATES

All Applicable rates below apply.

## 1. BUSINESS DIAL TONE LINES

a.	1-3 lines billed to common account number	\$30.85 per line
b.	4-5 lines billed to common account number	29.95 per line
c.	6+ lines billed to common account number	28.95 per line

Customers using ADSL have one line count added for pricing purposes. IE customer has 5 lines and is an ADSL subscriber; each line will be billed at 6+ tier pricing.

## 2. RESIDENTIAL DIAL TONE LINES

a.	1 line billed to common account number	\$16.25 per line
b.	2-4 lines billed to common account number	14.75 per line
c.	5+ lines billed to common account number	13.50 per line

## 3. NETWORK ACCESS CHARGE (NAC)

	<u>Monthly Rate</u>
a. Residential (per line)	\$3.50
b. Single Line Business	3.50
c. Multiline Business	7.83

The NAC is a supplemental charge to the end user on a per access line basis. The NAC is to offset common line access charges which might have otherwise been billed to the interexchange carrier.

## 4. LOCAL NUMBER PORTABILITY (LNP)(Per Line) \$0.43

LNP allows the end user customer to change service-providing parties without changing their telephone number.

ISSUED: December 27, 1999

EFFECTIVE: January 1, 2000

BY: General Manager

Groton, South Dakota 57445

NORTHERN VALLEY  
COMMUNICATIONS, LLC  
State of South Dakota

PART VII  
ORIGINAL SHEET 3

---

CONNECTIONS WITH CUSTOMER-PREMISE EQUIPMENT

C. OBLIGATIONS OF THE CUSTOMER

1. The customers will at their expense:
  - a. Provide power to operate their equipment in conformity with Company specifications.
  - b. Maintain their equipment to assure proper operation within standards of the Company.
  - c. Replace or modify their equipment if requested by the Company if it becomes obsolete or incompatible because of changes in standards or operating procedures.
  - d. Disconnect equipment upon notification that it is causing or is likely to cause interference or hazard to the network or company personnel, or to other customers of the Company.
  - e. Pay a service check charge for visits to their premises when the service difficulty is caused by the customer-premise equipment as specified in Part VI, Service Check Charges.
  - f. It shall be the customers responsibility to modify any Customer Provided Equipment (CPE) to be compatible with multiparty Central Office Access Line service.

D. BASIS OF CONNECTION

Network connections may be made hi accordance with General Rules and Regulations Part n, Network Connections.

E. NETWORK PROTECTION CRITERIA

To protect the network and services furnished to the public by the Company, the customer-premise equipment must comply with minimum network protection criteria which shall be prescribed by the Company, or Companies with which this Company connects.



# ATTACHMENT C

NORTHERN VALLEY COMMUNICATIONS, LLC  
ABERDEEN, SOUTH DAKOTA

TARIFF NO. 1  
Third Revised Title Page  
Cancels Second Revised Title Page

SOUTH DAKOTA SWITCHED ACCESS SERVICES

A. CONCURRENCE IN RATES, TERMS AND CONDITIONS OF LOCAL  
EXCHANGE CARRIER ASSOCIATION, INC. TARIFF NO. 1

1. Northern Valley Communications, LLC concurs in the rates, terms and conditions, except as noted below, of Local Exchange Carrier Association, Inc. Tariff No. 1 governing Intrastate Access Service as filed by the Local Exchange Carrier Association, Inc. in the State of South Dakota. Northern Valley Communications, LLC concurs in the current Local Exchange Carrier Association, Inc. Tariff No. 1 as of January 1, 2007 as shown by the attached TARIFF CHECKLIST pages. The only exceptions to this concurrence are the attached pages 17-1 and 17-4, which replace the current Local Exchange Carrier Association, Inc. Tariff No. 1 pages 17-1 and 17-4. (T)
2. Northern Valley Communications, LLC hereby expressly reserves the right to cancel or void this statement of concurrence at any time consistent with state law and the best interests of Northern Valley Communications, LLC by filing a replacement tariff with the South Dakota Public Utilities Commission.

Issued: February 16, 2007

Effective: January 21, 2007

## ACCESS SERVICE

### 2. General Regulations (Cont'd)

#### 2.6 Definitions (Cont'd)

##### On-hook

The term "On-hook" denotes the idle condition of Switched Access or a Telephone Exchange Service line.

##### Open Circuit Test Line

The term "Open Circuit Test Line" denotes an arrangement in an end office which provides an ac open circuit termination of a trunk or line by means of an inductor of several Henries.

##### Originating Direction

The term "Originating Direction" denotes the use of access service for the origination of calls from an End User Premises to an IC Premises.

##### Pay Telephone

The term "Pay Telephone" denotes a location where Telephone Company equipment is provided in a public or semipublic place where Telephone Company customers can originate telephonic communications and pay the applicable charges by (1) inserting coins into the equipment, or (2) using a credit card, or (3) third party billing the call or (4) calling collect.

##### Point of Termination

The term "Point of Termination" denotes the point of demarcation within a customer-designated premises at which the Telephone Company's responsibility for the provision of Access Service ends.

##### Premises

The term "Premises" denotes a building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway.

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Issued: December 15, 1990

Effective: January 1, 1991

By: Dean Anderson  
President  
P.O. Box 637  
Clear Lake, South Dakota 57226

ACCESS SERVICE

6. Switched Access Service

6.1 General

Switched Access Service, which is available to customers for their use in furnishing their services to end users, provides a two-point communications path between a customer designated premises and an end user's premises. It provides for the use of common terminating, switching, and trunking facilities and for the use of common subscriber plant of the Telephone Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer designated premises, and to terminate calls from a customer designated premises to an end user's premises in the LATA where it is provided. Specific references to material describing the elements of Switched Access Service are provided in 6.1.3 and 6.5 through 6.9 following.

Rates and charges for Switched Access Service are set forth in 17.2 following. The application of rates for Switched Access Service is described in 6.4 following. Rates and charges for services other than Switched Access Service, e.g., a customer's interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services. Descriptions of such applicability are provided in 6.4.5, 6.5.1(H), 6.5.3, 6.6.1(G), 6.6.2(D), 6.7.1(F), and 6.8.1(E) following.

Issued: December 15, 1990

Effective: January 1, 1991

By: Dean Anderson  
President  
P.O. Box 637  
Clear Lake, South Dakota 57226

# ATTACHMENT D

1

1           STATE OF IOWA  
2           DEPARTMENT OF COMMERCE  
3           UTILITIES BOARD  
3 In re:           )  
                  )  
4 QWEST COMMUNICATIONS    )  
CORPORATION,            )  
5            )  
          Complainant,    )Docket No. FCU-07-2  
6            )  
          vs.            )CONFIDENTIAL  
7            )DEPOSITION OF  
SUPERIOR TELEPHONE    )RONALD LAUDNER  
8 COOPERATIVE, THE FARMERS )  
TELEPHONE COMPANY OF   )  
9 RICEVILLE, IOWA, THE   )  
FARMERS & MERCHANTS    )  
10 MUTUAL TELEPHONE COMPANY )  
OF WAYLAND, IOWA,       )  
11 INTERSTATE 35 TELEPHONE )  
COMPANY d/b/a INTERSTATE )  
12 COMMUNICATIONS COMPANY, )  
DIXON TELEPHONE COMPANY, )  
13 REASNOR TELEPHONE COMPANY,)  
LLC, GREAT LAKES        )  
14 COMMUNICATION CORP., and )  
AVENTURE COMMUNICATION   )  
15 TECHNOLOGY, LLC,        )  
                  )  
16       Respondents.    )  
-----)

17  
18       THE CONFIDENTIAL DEPOSITION OF RONALD  
19 LAUDNER, taken before Buffy Nelson, Certified  
20 Shorthand Reporter and Notary Public of the  
21 State of Iowa, commencing at 9 a.m., January 7,  
22 2008, at 666 Walnut Street, Suite 2000,  
23 Des Moines, Iowa.  
24  
25       Reported by: Buffy Nelson, C.S.R.

5

- 8 Q. Can you state your full name.  
9 A. Ronald J. Laudner, Junior.  
10 Q. And what is your address?  
11 A. Corporate?  
12 Q. Home address.  
13 A. 700 Bison Drive, Nora Springs,  
14 N-o-r-a, Iowa 50458.  
15 Q. And Social Security Number?  
16 A. 481-58-7697.  
17 Q. Who is your employer?  
18 A. Farmers Mutual Telephone Company, Nora  
19 Springs, Iowa.  
20 Q. What's your title there?  
21 A. General manager.

8

- 21 Q. In terms of the corporate family,  
22 though, there's also an OmniTel and Farmers of  
23 Riceville, so when I say corporate family, I'm  
24 looking for the subsidiaries or various other  
25 entities associated with Farmers Mutual, if you

9

- 1 can describe that for me, please.  
2 A. Sure. Farmers Mutual Telephone  
3 Company wholly owns or solely owns Farmers  
4 Telephone Company of Riceville, which again is  
5 an ILEC comprised of four exchanges:  
6 Riceville, Little Cedar, New Haven, and  
7 Plymouth.  
8 Q. Can you say that one more time?  
9 Riceville, Little Cedar?  
10 A. Uh-huh, New Haven and Plymouth.  
11 Q. Okay.  
12 A. And Farmers Mutual Telephone Company  
13 is wholly -- the sole owner, wholly owned owner  
14 of OmniTel Communications, which is a CLEC  
15 comprised of four exchanges of Greene -- it's  
16 Greene with an E -- Marble Rock, Staceyville,  
17 and St. Ansgar.

12

20 Q. I'm going to ask a few questions to  
21 make sure I tracked. There's Farmers Mutual  
22 which has four exchanges: Nora Springs, Floyd,  
23 Rudd, and Rockford?

24 A. Correct.

25 Q. And then there's Farmers of Riceville

13

1 which has four separate exchanges: Riceville,  
2 Little Cedar, New Haven, and Plymouth?

3 A. Correct.

4 Q. I'm going to focus on OmniTel, the  
5 CLEC, for a moment. You said there's four  
6 exchanges --

7 A. Uh-huh.

8 Q. -- they operate out of, so I'm  
9 assuming they're not the ILEC in Greene, Marble  
10 Rock, Staceyville, and St. Ansgar?

11 A. Correct.

18

15 Q. When you look at Farmers Mutual  
16 Telephone Company, you talk about four  
17 exchanges. Are each of those exchanges a  
18 separate local calling area?

19 A. Yes.

19

14 Q. The location where OmniTel does  
15 business where Iowa Telecom exists, what part  
16 of the state is that in?

17 A. North central.

\*\*\*

25 Q. But they do business in the Iowa

20

1 Telecom exchanges; correct?



- 2 A. Correct.  
3 Q. Does OmniTel have its own switch?  
4 A. Farmers Mutual Telephone Company has  
5 the switch.  
6 Q. And does OmniTel utilize the switch?  
7 A. Yes.  
8 Q. And where is that switch located?  
9 A. Rudd, Iowa.  
10 Q. What is the distance between Rudd and  
11 these other communities roughly? Is it close?  
12 A. Everything is contiguous.  
13 Q. So Greene, Marble Rock, Staceyville,  
14 and St. Ansgar, they're all contiguous to Rudd?  
15 A. Very close proximity.

50

- 18 Q. So every single call that is switched  
19 by Farmers Mutual or Farmers of Riceville or  
20 OmniTel is switched in the Rudd switch?  
21 A. Yes.  
22 Q. Is it a host-remote situation?  
23 A. Yes.  
24 Q. Do you have remote switches in each --  
25 A. All twelve of those exchanges.

163

- 22 Q. So the relationships with Farmers of  
23 Riceville ended June 30, '07?  
24 A. Correct.  
25 Q. And the relationships with OmniTel

164

- 1 began July 1, '07?  
2 A. Correct.  
3 Q. Did the bridges move locations?  
4 A. No.  
5 Q. And OmniTel does not act as a CLEC in  
6 the Rudd exchange?  
7 A. Oh, in the -- in the -- no. No, it  
8 does not. It's an ILEC. You're talking about  
9 providing services to customers in Rudd, local

10 customers? It's an ILEC.

11 Q. You didn't understand my question.

12 A. No.

13 Q. You mentioned before that there were  
14 four exchanges out of which OmniTel, the CLEC,  
15 provided business, and they were all Iowa  
16 Telecom exchanges.

17 A. Correct.

18 Q. And Rudd is a town, but it is also an  
19 exchange?

20 A. Correct.

21 Q. And it is an exchange for Farmers  
22 Mutual?

23 A. Yes.

24 Q. And OmniTel does not act as a CLEC in  
25 the Rudd exchange?

165

1 A. Correct.

2 Q. Did the telephone numbers that were  
3 assigned to Free Conference and Bright change  
4 between June 30, '07, and July 1, '07, between  
5 period 1 and period 2?

6 A. Yes.

166

16 Q. Does OmniTel have a remote switch in  
17 St. Charles?

18 A. Charles City.

19 Q. Charles City?

20 A. No.

21 Q. And so the calls themselves, period 2,  
22 July 1, '07, to the present, the conference  
23 calls going in to Rudd don't get transported in  
24 any way out to Charles City at any point in  
25 time?

167

1 A. Correct. But to your answer about the  
2 numbers, they're Charles City numbers.

3 Q. Is there a foreign exchange service in  
4 place between Charles City and Rudd?

5 A. The Qwest interconnection.

6 Q. But is there a foreign exchange fee  
7 being paid?

8 A. I don't know.

9 Q. So irrespective of whether it's --  
10 period 1 is Riceville?

11 A. Yes.

12 Q. Period 2 is OmniTel?

13 A. OmniTel.

14 Q. Period 1, once the bridges were moved  
15 to Rudd, none of the calls were ever terminated  
16 in Riceville?

17 A. Correct.

18 Q. Period 2. None of the calls were ever  
19 terminated in any OmniTel exchange?

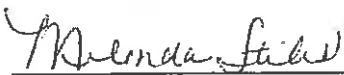
20 A. Correct.

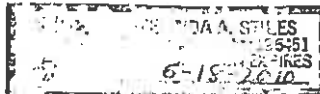
SIGNATURE PAGE

I, RONALD LAUDNER, the witness in the foregoing deposition, do hereby certify that I have read the foregoing 327 pages of typewritten material and that the same is, with the corrections noted on the attached page, if any, a true and correct transcription of my deposition upon oral examination given at the time and place herein stated.

  
\_\_\_\_\_  
RONALD LAUDNER

Subscribed and sworn to before me this  
11 day of February, 2008.

  
\_\_\_\_\_  
Notary Public



# **ATTACHMENT E**

**FILED**  
JUL 23 2007  
CLERK

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH DAKOTA  
NORTHERN DIVISION**

\* \* \* \* \*

NORTHERN VALLEY COMMUNICATIONS, \* Civ. 07-  
L.L.C., a South Dakota Limited Liability \*  
Company, \*

Plaintiff, \* **COMPLAINT**

vs. \*

MCI COMMUNICATIONS SERVICES, \*  
INC., d/b/a Verizon Business Services, a \*  
Delaware corporation, \*

Defendants. \*

\* \* \* \* \*

Plaintiff, Northern Valley Communications, L.L.C., by and through its counsel, and  
for its Complaint against the Defendant, states and alleges as follows:

**NATURE OF THE CASE**

1. Plaintiff brings this action against Defendant to recover on an account for  
failure of Defendant to pay to Plaintiff the amounts required by federal and state tariffs to be  
paid for the provisioning of originating and terminating telephone access services.

**THE PARTIES**

2. Plaintiff, Northern Valley Communications, L.L.C., is a limited liability  
company organized and existing under the laws of South Dakota, with its principal place of  
business in Aberdeen, South Dakota.

3. Upon information and belief, Defendant, MCI Communications Services, Inc.,  
is a corporation organized and existing under the laws of the State of Delaware.

## JURISDICTION AND VENUE

4. This Court has jurisdiction pursuant to 28 U.S.C. §1332. There is diversity jurisdiction because the Plaintiff is a limited liability company organized and existing under the laws of the State of South Dakota and the Defendant is a corporation that is incorporated and has its principal places of business in a state other than South Dakota. More than \$75,000.00 is at issue, exclusive of interest and costs.

5. Venue is proper pursuant to 28 U.S.C. §1391(a) (2) and (3).

## FACTUAL ALLEGATIONS

6. The Plaintiff is a competitive local exchange carrier ("CLEC") which provides telephone and other services through wires to the homes and businesses of its customers. Plaintiff also provides originating and terminating access services to long distance companies, which allow the long distance companies to transmit long distance calls even though they do not own or lease the telephone lines that connect to the users' telephones.

7. Defendant is an interexchange (i.e., long distance) carrier who provides long distance service.

8. Defendant utilized the originating and terminating services provided by Plaintiff.

9. Since February 1, 2007, Plaintiff billed Defendant, on a monthly basis, for use of its services in accordance with the applicable rates set forth in its tariffs filed with the Federal Communications Commission ("FCC") and the South Dakota Public Utilities Commission ("Commission"). Attached hereto as **Exhibit 1** are the monthly invoices showing a balance due as of June 1, 2007 in the sum of **\$1,053,932.74**.

10. Defendant has failed and refused and continues to fail and refuse, to pay the invoices although demand for said payments has been made by Plaintiff. As a result of such failure, Defendant is indebted to Plaintiff in the sum of **\$1,053,932.74**.

**COUNT I  
BREACH OF CONTRACT**

11. Plaintiff re-alleges paragraphs 1 through 10 above and incorporates them as if set forth fully herein.

12. Pursuant to state and federal regulations, the Plaintiff has filed tariffs with both the Commission and the FCC, which tariffs have the force and effect of law, the terms of which constitute valid and binding contracts.

13. Plaintiff has invoiced Defendant pursuant to rates as set forth in their respective federal and state tariffs as outlined above.

14. Defendant failed and refused to pay those amounts invoiced to it by the Plaintiff, thus constituting a breach of the applicable tariffs and therefore a breach of contract.

**COUNT II  
BREACH OF IMPLIED CONTRACT RESULTING FROM  
VIOLATION OF TARIFFS**

15. Plaintiff re-alleges paragraphs 1 through 10 above and incorporates them as if set forth fully herein.

16. The Plaintiff has validly filed tariffs with both the FCC and the Commission in accordance with the Federal Communications Act and applicable South Dakota law.

17. Plaintiff has supplied services and submitted invoices to Defendant pursuant to its filed tariffs for services provided, which constitutes an implied contract.



18. Defendant has failed and refused and continues to fail and refuse to pay the invoices. Defendant's actions constitute a material uncured breach of the tariff and of the implied contract among the parties resulting from the filed tariffs.

COUNT III  
UNJUST ENRICHMENT

19. Plaintiff re-alleges Paragraphs 1 through 10 above and incorporates them as if set forth fully herein.

20. Plaintiff originated and terminated long distance calls for Defendant. This conferred a benefit upon Defendant because Defendant was able to collect from its customers for providing long distance service. Defendant has not paid Plaintiff for providing such services.

21. It would be inequitable for Defendant to retain the benefit of the services provided by Plaintiff without properly compensating Plaintiff for the value of the services provided.

22. Pursuant to the equitable doctrines of quantum meruit and unjust enrichment, Plaintiff is entitled to payment from Defendant for the amount of the invoices.

WHEREFORE, Plaintiff requests judgment against Defendant as follows:

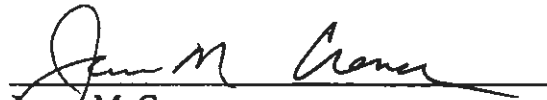
1. For the sum of **\$1,053,932.74** and any unpaid amounts to date of trial.
2. For pre-judgment interest, post-judgment interest, and the costs of this action.
3. For such other and further relief as the Court deems just and equitable.

**JURY DEMAND**

Plaintiff demands a trial by jury of all issues triable of right by jury.

Dated at Aberdeen, South Dakota, this 20th day of July, 2007.

**BANTZ, GOSCH & CREMER, L.L.C.**

A handwritten signature in black ink, appearing to read "James M. Cremer", is written over a horizontal line.

James M. Cremer  
Attorneys for Plaintiff  
305 Sixth Avenue SE  
P.O. Box 970  
Aberdeen, SD 57402-0970  
(605) 225-2232  
[jcremer@bantzlaw.com](mailto:jcremer@bantzlaw.com)

\\VVC\Verizon\Complaint\REV 2007-07-20

NORTHERN VALLEY COMMUNICATIONS  
235 EAST 1ST AVENUE  
P O BOX 320  
GROTON SD 57445-0320

BAN 61251D0555  
Invoice Number 20000671  
Company Code 6125  
ACNA WTL  
Bill Date 6/1/2007

For billing inquiry, please contact CHRIS BURCKHARD - Phone: (605) 725-1000 - e-Mail: cburckhard@nvc.net

**SWITCHED ACCESS SERVICE  
FEATURE GROUP D**

**Bill To:** MCI  
REGION 6  
PO BOX 2039-  
MECHANICSBURG PA 17055-2039

**\*\*\* BALANCE DUE INFORMATION \*\*\***

Previous Invoice	\$ 444,956.80
Payments Applied	\$ 0.00
Adjustments Applied	\$ 0.00
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00

**\$ 444,956.80**

**Total Balance Due**

**\*\*\* SUMMARY OF CURRENT CHARGES \*\*\***

Usage	\$ 101,936.92
Interstate - InterLATA	\$ 0.60
Interstate - IntraLATA	\$ 24.37
Intrastate - InterLATA	\$ 9,363.53
Intrastate - IntraLATA	\$ 0.00
Local	

Recurring Charges	\$ 0.00
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00

Other Charges & Credits	\$ 2,756.52
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 420.56
Intrastate - IntraLATA	\$ 0.00
Local	

**Total Current Charges \$ 114,502.50**

**Total Due \$ 559,459.30**

**Remit Payment To:  
Provider 6125**

NORTHERN VALLEY COMMUNICATIONS  
235 EAST 1ST AVENUE  
P O BOX 320  
GROTON SD 57445-0320

Ban  
Invoice Number  
Bill Date  
**Total Amount Due By 7/1/2007**

61251D0555  
20000671  
6/1/2007  
**\$ 559,459.30**

**EXHIBIT**

NORTHERN VALLEY COMMUNICATIONS  
235 EAST 1ST AVENUE  
P O BOX 320  
GROTON SD 57445-0320

BAN 61251D0222  
Invoice Number 20000546  
Company Code 6125  
ACNA MCI  
Bill Date 5/1/2007

For billing inquiry, please contact CHRIS BURCKHARD - Phone: (605) 725-1000 - e-Mail: cburckhard@nvc.net

**SWITCHED ACCESS SERVICE  
FEATURE GROUP D**

**Bill To:** WORLDCOM  
REGION 9  
PO BOX 2061  
MECHANICSBURG PA 17055-2061

**\*\*\* BALANCE DUE INFORMATION \*\*\***

Previous Invoice	\$ 243,694.03
Payments Applied	\$ 0.00
Adjustments Applied	\$ 0.00
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
<b>Total Balance Due</b>	<b>\$ 243,694.03</b>

**\*\*\* SUMMARY OF CURRENT CHARGES \*\*\***

Usage	\$ 70,639.89
Interstate - InterLATA	\$ 7.48
Interstate - IntraLATA	\$ 290.46
Intrastate - InterLATA	\$ 33,518.70
Intrastate - IntraLATA	\$ 0.00
Local	
Recurring Charges	\$ 0.00
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	
Other Charges & Credits	\$ 918.67
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 454.15
Intrastate - IntraLATA	\$ 0.00
Local	
<b>Total Current Charges</b>	<b>\$ 105,829.35</b>
<b>Total Due</b>	<b>\$ 349,523.38</b>

**Remit Payment To:  
Provider 6125**

NORTHERN VALLEY COMMUNICATIONS  
235 EAST 1ST AVENUE  
P O BOX 320  
GROTON SD 57445-0320

Ban  
Invoice Number  
Bill Date  
**Total Amount Due By 6/1/2007**

61251D0222  
20000546  
5/1/2007  
**\$ 349,523.38**

NORTHERN VALLEY COMMUNICATIONS  
235 EAST 1ST AVENUE  
P O BOX 320  
GROTON SD 57445-0320

BAN 61251D0555  
Invoice Number 20000519  
Company Code 6125  
ACNA WTL  
Bill Date 4/1/2007

For billing inquiry, please contact TANYA BERNDT - Phone: (605) 725-1000 - e-Mail: tanyab@nvc.net

**SWITCHED ACCESS SERVICE  
FEATURE GROUP D**

**Bill To:** MCI  
REGION 6  
PO BOX 2039-  
MECHANICSBURG PA 17055-2039

**\*\*\* BALANCE DUE INFORMATION \*\*\***

Previous Invoice	\$ 218,219.28
Payments Applied	\$ 0.00
Adjustments Applied	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
<b>Total Balance Due</b>	<b>\$ 218,219.28</b>

**\*\*\* SUMMARY OF CURRENT CHARGES \*\*\***

Usage	
Interstate - InterLATA	\$ 95,464.72
Interstate - IntraLATA	\$ 1.85
Intrastate - InterLATA	\$ 27.68
Intrastate - IntraLATA	\$ 8,648.86
Local	\$ 0.00
Recurring Charges	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
Other Charges & Credits	
Interstate - InterLATA	\$ 587.42
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 145.26
Local	\$ 0.00
<b>Total Current Charges</b>	<b>\$ 104,875.79</b>
<b>Total Due</b>	<b>\$ 323,095.07</b>

**Remit Payment To:**  
**Provider 6125**

NORTHERN VALLEY COMMUNICATIONS  
235 EAST 1ST AVENUE  
P O BOX 320  
GROTON SD 57445-0320

Ban  
Invoice Number  
Bill Date  
**Total Amount Due By 5/1/2007**

61251D0555  
20000519  
4/1/2007  
**\$ 323,095.07**

NORTHERN VALLEY COMMUNICATIONS  
235 EAST 1ST AVENUE  
P O BOX 320  
GROTON SD 57445-0320

BAN  
Invoice Number  
Company Code  
ACNA  
Bill Date

61251D0222  
20000394  
6125  
MCI  
3/1/2007

For billing inquiry, please contact TANYA BERNDT - Phone: (605) 725-1000 - e-Mail: tanyab@nvc.net

**SWITCHED ACCESS SERVICE  
FEATURE GROUP D**

**Bill To:** WORLDCOM  
REGION 9  
PO BOX 2061  
MECHANICSBURG PA 17055-2061

**\*\*\* BALANCE DUE INFORMATION \*\*\***

Previous Invoice	\$ 118,685.46
Payments Applied	\$ 55,023.35
Adjustments Applied	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
<b>Total Balance Due</b>	<b>\$ 63,662.11</b>

**\*\*\* SUMMARY OF CURRENT CHARGES \*\*\***

Usage	\$ 67,257.97
Interstate - InterLATA	\$ 5.18
Interstate - IntraLATA	\$ 209.35
Intrastate - InterLATA	\$ 26,529.12
Intrastate - IntraLATA	\$ 0.00
Local	
Recurring Charges	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
Other Charges & Credits	\$ 37.75
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 28.94
Intrastate - IntraLATA	\$ 0.00
Local	
<b>Total Current Charges</b>	<b>\$ 94,068.31</b>
<b>Total Due</b>	<b>\$ 157,730.42</b>

**Remit Payment To:**  
**Provider 6125**

NORTHERN VALLEY COMMUNICATIONS  
235 EAST 1ST AVENUE  
P O BOX 320  
GROTON SD 57445-0320

Ban  
Invoice Number  
Bill Date  
**Total Amount Due By 4/1/2007**

61251D0222  
20000394  
3/1/2007  
**\$ 157,730.42**

NORTHERN VALLEY COMMUNICATIONS  
235 EAST 1ST AVENUE  
P O BOX 320  
GROTON SD 57445-0320

BAN 61251D0555  
Invoice Number 20000367  
Company Code 6125  
ACNA WTL  
Bill Date 2/1/2007

For billing inquiry, please contact TANYA BERNDT - Phone: (605) 725-1000 - e-Mail: tanyab@nvc.net

**SWITCHED ACCESS SERVICE  
FEATURE GROUP D**

**Bill To:** MCI  
REGION 6  
PO BOX 2039-  
MECHANICSBURG PA 17055-2039

**\*\*\* BALANCE DUE INFORMATION \*\*\***

Previous Invoice	\$ 73,639.86
Payments Applied	\$ 0.00
Adjustments Applied	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
<b>Total Balance Due</b>	<b>\$ 73,639.86</b>

**\*\*\* SUMMARY OF CURRENT CHARGES \*\*\***

Usage	\$ 68,995.77
Interstate - InterLATA	\$ 1.99
Interstate - IntraLATA	\$ 12.37
Intrastate - InterLATA	\$ 16,975.51
Intrastate - IntraLATA	\$ 0.00
Local	
Recurring Charges	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
Other Charges & Credits	\$ 62.75
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 25.09
Intrastate - IntraLATA	\$ 0.00
Local	
<b>Total Current Charges</b>	<b>\$ 86,073.48</b>
<b>Total Due</b>	<b>\$ 159,713.34</b>

**Remit Payment To:**  
**Provider 6125**

NORTHERN VALLEY COMMUNICATIONS  
235 EAST 1ST AVENUE  
P O BOX 320  
GROTON SD 57445-0320

Ban  
Invoice Number  
Bill Date  
**Total Amount Due By 3/1/2007**

61251D0555  
20000367  
2/1/2007  
**\$ 159,713.34**

NORTHERN VALLEY COMMUNICATIONS  
235 EAST 1ST AVENUE  
P O BOX 320  
GROTON SD 57445-0320

BAN 61251D0222  
Invoice Number 20000622  
Company Code 6125  
ACNA MCI  
Bill Date 6/1/2007

For billing inquiry, please contact CHRIS BURCKHARD - Phone: (605) 725-1000 - e-Mail: cburckhard@nvc.net

**SWITCHED ACCESS SERVICE  
FEATURE GROUP D**

**Bill To:** WORLDCOM  
REGION 9  
PO BOX 2061  
MECHANICSBURG PA 17055-2061

**\*\*\* BALANCE DUE INFORMATION \*\*\***

Previous Invoice	\$ 349,523.38
Payments Applied	\$ 0.00
Adjustments Applied	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
<b>Total Balance Due</b>	<b>\$ 349,523.38</b>

**\*\*\* SUMMARY OF CURRENT CHARGES \*\*\***

Usage	
Interstate - InterLATA	\$ 101,378.84
Interstate - IntraLATA	\$ 10.24
Intrastate - InterLATA	\$ 339.69
Intrastate - IntraLATA	\$ 40,827.02
Local	\$ 0.00
Recurring Charges	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
Other Charges & Credits	
Interstate - InterLATA	\$ 1,628.92
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 765.35
Local	\$ 0.00
<b>Total Current Charges</b>	<b>\$ 144,950.06</b>
<b>Total Due</b>	<b>\$ 494,473.44</b>

**Remit Payment To:**  
**Provider 6125**

NORTHERN VALLEY COMMUNICATIONS  
235 EAST 1ST AVENUE  
P O BOX 320  
GROTON SD 57445-0320

Ban  
Invoice Number  
Bill Date  
**Total Amount Due By 7/1/2007**

61251D0222  
20000622  
6/1/2007  
**\$ 494,473.44**



NORTHERN VALLEY COMMUNICATIONS  
235 EAST 1ST AVENUE  
P O BOX 320  
GROTON SD 57445-0320

BAN 61251D0555  
Invoice Number 20000595  
Company Code 6125  
ACNA WTL  
Bill Date 5/1/2007

For billing inquiry, please contact CHRIS BURCKHARD - Phone: (605) 725-1000 - e-Mail: cburckhard@nvc.net

**SWITCHED ACCESS SERVICE  
FEATURE GROUP D**

**Bill To:** MCI  
REGION 6  
PO BOX 2039-  
MECHANICSBURG PA 17055-2039

**\*\*\* BALANCE DUE INFORMATION \*\*\***

Previous Invoice	\$ 323,095.07
Payments Applied	\$ 0.00
Adjustments Applied	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
<b>Total Balance Due</b>	<b>\$ 323,095.07</b>

**\*\*\* SUMMARY OF CURRENT CHARGES \*\*\***

Usage	\$ 107,734.85
Interstate - InterLATA	\$ 1.09
Interstate - IntraLATA	\$ 9.67
Intrastate - InterLATA	\$ 12,217.66
Intrastate - IntraLATA	\$ 0.00
Local	
Recurring Charges	\$ 0.00
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
Other Charges & Credits	\$ 1,602.23
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 296.23
Intrastate - IntraLATA	\$ 0.00
Local	
<b>Total Current Charges</b>	<b>\$ 121,861.73</b>
<b>Total Due</b>	<b>\$ 444,956.80</b>

**Remit Payment To:**  
**Provider 6125**

NORTHERN VALLEY COMMUNICATIONS  
235 EAST 1ST AVENUE  
P O BOX 320  
GROTON SD 57445-0320

Ban  
Invoice Number  
Bill Date  
**Total Amount Due By 6/1/2007**

61251D0555  
20000595  
5/1/2007  
**\$ 444,956.80**

NORTHERN VALLEY COMMUNICATIONS  
235 EAST 1ST AVENUE  
P O BOX 320  
GROTON SD 57445-0320

BAN 61251D0222  
Invoice Number 20000470  
Company Code 6125  
ACNA MCI  
Bill Date 4/1/2007

For billing inquiry, please contact TANYA BERNDT - Phone: (605) 725-1000 - e-Mail: tanyab@nvc.net

**SWITCHED ACCESS SERVICE  
FEATURE GROUP D**

**Bill To:** WORLDCOM  
REGION 9  
PO BOX 2061  
MECHANICSBURG PA 17055-2061

**\*\*\* BALANCE DUE INFORMATION \*\*\***

Previous Invoice	\$ 157,730.42
Payments Applied	\$ 0.00
Adjustments Applied	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
<b>Total Balance Due</b>	<b>\$ 157,730.42</b>

**\*\*\* SUMMARY OF CURRENT CHARGES \*\*\***

Usage	
Interstate - InterLATA	\$ 59,671.45
Interstate - IntraLATA	\$ 10.32
Intrastate - InterLATA	\$ 201.51
Intrastate - IntraLATA	\$ 25,541.50
Local	\$ 0.00
Recurring Charges	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
Other Charges & Credits	
Interstate - InterLATA	\$ 326.13
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 212.70
Local	\$ 0.00
<b>Total Current Charges</b>	<b>\$ 85,963.61</b>
<b>Total Due</b>	<b>\$ 243,694.03</b>

**Remit Payment To:**  
**Provider 6125**

NORTHERN VALLEY COMMUNICATIONS  
235 EAST 1ST AVENUE  
P O BOX 320  
GROTON SD 57445-0320

Ban  
Invoice Number  
Bill Date  
**Total Amount Due By 5/1/2007**

61251D0222  
20000470  
4/1/2007  
**\$ 243,694.03**

NORTHERN VALLEY COMMUNICATIONS  
235 EAST 1ST AVENUE  
P O BOX 320  
GROTON SD 57445-0320

BAN 61251D0555  
Invoice Number 20000443  
Company Code 6125  
ACNA WTL  
Bill Date 3/1/2007

For billing inquiry, please contact TANYA BERNDT - Phone: (605) 725-1000 - e-Mail: tanyab@nvc.net

**SWITCHED ACCESS SERVICE  
FEATURE GROUP D**

**Bill To:** MCI  
REGION 6  
PO BOX 2039-  
MECHANICSBURG PA 17055-2039

**\*\*\* BALANCE DUE INFORMATION \*\*\***

Previous Invoice	\$ 159,713.34
Payments Applied	\$ 73,134.43
Adjustments Applied	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
<b>Total Balance Due</b>	<b>\$ 86,578.91</b>

**\*\*\* SUMMARY OF CURRENT CHARGES \*\*\***

Usage	\$ 114,834.43
Interstate - InterLATA	\$ 3.71
Interstate - IntraLATA	\$ 11.02
Intrastate - InterLATA	\$ 16,552.19
Intrastate - IntraLATA	\$ 0.00
Local	
Recurring Charges	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
Other Charges & Credits	
Interstate - InterLATA	\$ 176.65
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 62.37
Local	\$ 0.00
<b>Total Current Charges</b>	<b>\$ 131,640.37</b>
<b>Total Due</b>	<b>\$ 218,219.28</b>

**Remit Payment To:**  
**Provider 6125**

NORTHERN VALLEY COMMUNICATIONS  
235 EAST 1ST AVENUE  
P O BOX 320  
GROTON SD 57445-0320

Ban  
Invoice Number  
Bill Date  
**Total Amount Due By 4/1/2007**

61251D0555  
20000443  
3/1/2007  
**\$ 218,219.28**

NORTHERN VALLEY COMMUNICATIONS  
235 EAST 1ST AVENUE  
P O BOX 320  
GROTON SD 57445-0320

BAN 61251D0222  
Invoice Number 20000320  
Company Code 6125  
ACNA MCI  
Bill Date 2/1/2007

For billing inquiry, please contact TANYA BERNDT - Phone: (605) 725-1000 - e-Mail: tanyab@nvc.net

**SWITCHED ACCESS SERVICE  
FEATURE GROUP D**

**Bill To:** WORLDCOM  
REGION 9  
PO BOX 2061  
MECHANICSBURG PA 17055-2061

**\*\*\* BALANCE DUE INFORMATION \*\*\***

Previous Invoice	\$ 55,321.00
Payments Applied	\$ 0.00
Adjustments Applied	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
<b>Total Balance Due</b>	<b>\$ 55,321.00</b>

**\*\*\* SUMMARY OF CURRENT CHARGES \*\*\***

Usage	
Interstate - InterLATA	\$ 38,349.30
Interstate - IntraLATA	\$ 4.83
Intrastate - InterLATA	\$ 157.62
Intrastate - IntraLATA	\$ 24,819.64
Local	\$ 0.00
Recurring Charges	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
Other Charges & Credits	
Interstate - InterLATA	\$ 13.51
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 19.56
Local	\$ 0.00
<b>Total Current Charges</b>	<b>\$ 63,364.46</b>
<b>Total Due</b>	<b>\$ 118,685.46</b>

**Remit Payment To:**  
**Provider 6125**

NORTHERN VALLEY COMMUNICATIONS  
235 EAST 1ST AVENUE  
P O BOX 320  
GROTON SD 57445-0320

Ban  
Invoice Number  
Bill Date  
**Total Amount Due By 3/1/2007**

61251D0222  
20000320  
2/1/2007  
**\$ 118,685.46**

Court Name: District of South Dakota  
Division: 3  
Receipt Number: SDX300000342  
Cashier ID: jhowers  
Transaction Date: 07/23/2007  
Payer Name: Bantz Gosch Cremer LLC

CIVIL FILING FEE  
For: Bantz Gosch Cremer LLC  
Amount: \$350.00

CHECK  
Check/Money Order Num: 13796  
Amt Tendered: \$350.00

Total Due: \$350.00  
Total Tendered: \$350.00  
Change Amt: \$0.00

CV87-1016; Northern Valley  
Communications LLC v MCI  
Communications Services, Inc; Civil  
Filing Fee

# ATTACHMENT F

**FILED**

OCT - 9 2007

  
CLERK

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH DAKOTA  
SOUTHERN DIVISION**

\* \* \* \* \*

SANCOM, INC., a South Dakota  
Corporation,

Plaintiff,

vs.

QWEST COMMUNICATIONS  
CORPORATION,  
a Delaware corporation,

Defendants.

Civ. 07- 4147

**COMPLAINT**

\* \* \* \* \*

Plaintiff, Sancom, Inc., by and through its counsel, and for its Complaint against the Defendant, states and alleges as follows:

**NATURE OF THE CASE**

1. Plaintiff brings this action against Defendant to recover on an account for failure of Defendant to pay to Plaintiff the amounts required by federal and state tariffs to be paid for the provisioning of originating and terminating telephone access services.

**THE PARTIES**

2. Plaintiff, Sancom, Inc., is a corporation organized and existing under the laws of South Dakota, with its principal place of business in Mitchell, South Dakota.
3. Upon information and belief, Defendant, Qwest Communications Corporation, is a corporation organized and existing under the laws of the State of Delaware.

**JURISDICTION AND VENUE**

4. This Court has jurisdiction pursuant to 28 U.S.C. §1332. There is diversity jurisdiction because the Plaintiff is a corporation organized and existing under the laws of the State of South Dakota and the defendant is a corporation that is incorporated and has its principal places of business in a state other than South Dakota. More than \$75,000.00 is at issue, exclusive of interest and costs.

5. Venue is proper pursuant to 28 U.S.C. § 1391(a) (2) and (3).

FACTUAL ALLEGATIONS

6. The Plaintiff is a competitive local exchange carrier ("CLEC") which provides telephone and other services through wires to the homes and businesses of its customers. Plaintiff also provides originating and terminating access services to long distance companies, which allow the long distance companies to transmit long distance calls even though they do not own or lease the telephone lines that connect to the users' telephones.
7. Defendant is an inter-exchange (i.e., long distance) carrier who provides long distance service.
8. Defendant utilized the originating and terminating services provided by Plaintiff.
9. Since March 1, 2007, Plaintiff billed Defendant on a monthly basis, for use of its service in accordance with the applicable rates set forth in its tariffs filed with the Federal Communications Commission ("FCC") and the South Dakota Public Utilities Commission ("Commission"). Attached hereto as **Exhibit 1** are the monthly invoices showing a balance due as of October 1, 2007 in the sum of **\$108,320.04**.
10. Defendant has failed and refused and continues to fail and refuse, to pay the invoices although demand for said payments has been made by Plaintiff. As a result of such failure, Defendant is indebted to Plaintiff in the sum of **\$108,320.04**.

COUNT 1  
BREACH OF CONTRACT

11. Plaintiff re-alleges paragraphs 1 through 10 above and incorporates them as if set forth fully herein.
12. Pursuant to state and federal regulations, the Plaintiff has filed tariffs with both the Commission and the FCC, which tariffs have the force and effect of law, the terms of which constitute valid and binding contracts.
13. Plaintiff has invoiced Defendant pursuant to rates as set forth in their respective federal and state tariffs as outlined above.
14. Defendant failed and refused to pay those amounts invoiced to it by the Plaintiff, thus constituting a breach of the applicable tariffs and therefore a breach of contract.



COUNT II  
BREACH OF IMPLIED CONTRACT RESULTING FROM  
VIOLATION OF TARIFFS

15. Plaintiff re-alleges paragraphs 1 through 10 above and incorporates them as if set forth fully herein.
16. The Plaintiff has validly filed tariffs with both the FCC and the Commission in accordance with the Federal Communications Act and applicable South Dakota law.
17. Plaintiff has supplied services and submitted invoices to Defendant pursuant to its filed tariffs for services provided, which constitutes an implied contract.
18. Defendant has failed and refused and continues to fail and refuse to pay the invoices. Defendant's actions constitute a material uncured breach of the tariff and of the implied contract among the parties resulting from the filed tariffs.

COUNT III  
UNJUST ENRICHMENT

19. Plaintiff re-alleges Paragraphs 1 through 10 above and incorporates them as if set forth fully herein.
20. Plaintiff originated and terminated long distance calls for Defendant. This conferred a benefit upon Defendant because Defendant was able to collect from its customers for providing long distance service. Defendant has not paid Plaintiff for providing such services.
21. It would be inequitable for Defendant to retain the benefit of the services provided by Plaintiff without properly compensating Plaintiff for the value of the services provided.
22. Pursuant to the equitable doctrines of quantum meruit and unjust enrichment, Plaintiff is entitled to payment from Defendant for the amount of the invoices.

WHEREFORE, Plaintiff request judgment against Defendant as follows:

1. For the sum of **\$108,320.04** and any unpaid amounts to date of trial.
2. For pre-judgment interest, post-judgment interest, and the costs of this action.
3. For such other and further relief as the Court deems just and equitable.

JURY DEMAND

Plaintiff demands a trial by jury of all issues triable of right by jury.

Dated at Woonsocket, South Dakota, this 4<sup>th</sup> day of October, 2007.

LARSON AND NIPE

A handwritten signature in black ink, appearing to read 'Jeffrey D. Larson', is written over a horizontal line.

Jeffrey D. Larson  
Attorneys for Plaintiff  
P.O. Box 277  
Woonsocket, SD 57385-0277  
(605) 796-4245  
jdlarson@santel.net

## EXHIBIT 1

Sancom dba Mitchell Telecom  
1801 North Main Street  
Mitchell, SD 57301

BAN 682CD0432  
Invoice Number 1000512  
Company Code 682C  
ACNA  
Bill Date 3/1/2007

For billing inquiry, please contact Michelle Bortnem - Phone: 605-990-1000 - e-Mail: mbortnem@mitchelltelecom.com

**SWITCHED ACCESS SERVICE  
FEATURE GROUP D**

**Bill To:** Qwest Communications  
12150 Monument Drive, Suite 700  
Fairfax, VT 22033

**\*\*\* BALANCE DUE INFORMATION \*\*\***

Previous Invoice	\$ 10,791.49
Payments Applied	\$ 10,791.49
Adjustments Applied	\$ 0.00
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
<b>Total Balance Due</b>	<b>\$ 0.00</b>

**\*\*\* SUMMARY OF CURRENT CHARGES \*\*\***

Usage	\$ 4,133.97
Interstate - InterLATA	\$ 0.06
Interstate - IntraLATA	\$ 37.49
Intrastate - InterLATA	\$ 12,611.61
Intrastate - IntraLATA	\$ 0.00
Local	
Recurring Charges	\$ 0.00
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	
Other Charges & Credits	\$ 0.00
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	
<b>Total Current Charges</b>	<b>\$ 16,783.13</b>
<b>Total Due</b>	<b>\$ 16,783.13</b>

**Remit Payment To:**  
**Provider 682C**

1801 North Main Street  
Mitchell, SD 57301

Ban  
Invoice Number  
Bill Date  
**Total Amount Due By 3/30/2007**

682CD0432  
1000512  
3/1/2007  
**\$ 16,783.13**

Sancom dba Mitchell Telecom  
1801 North Main Street  
Mitchell, SD 57301

BAN 682CD0432  
Invoice Number 1000539  
Company Code 682C  
ACNA  
Bill Date 4/1/2007

For billing inquiry, please contact Michelle Bortnem - Phone: 605-990-1000 - e-Mail: mbortnem@mitchelltelecom.com

**SWITCHED ACCESS SERVICE  
FEATURE GROUP D**

**Bill To:** Qwest Communications  
12150 Monument Drive, Suite 700  
Fairfax, VT 22033

**\*\*\* BALANCE DUE INFORMATION \*\*\***

Previous Invoice	\$ 16,783.13
Payments Applied	\$ 16,783.13
Adjustments Applied	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
<b>Total Balance Due</b>	<b>\$ 0.00</b>

**\*\*\* SUMMARY OF CURRENT CHARGES \*\*\***

Usage	
Interstate - InterLATA	\$ 2,502.78
Interstate - IntraLATA	\$ 0.03
Intrastate - InterLATA	\$ 24.87
Intrastate - IntraLATA	\$ 11,573.93
Local	\$ 0.00
Recurring Charges	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
Other Charges & Credits	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00

**Total Current Charges \$ 14,101.61**

**Total Due \$ 14,101.61**

**Remit Payment To:** 1801 North Main Street  
**Provider 682C** Mitchell, SD 57301

Ban	682CD0432
Invoice Number	1000539
Bill Date	4/1/2007
<b>Total Amount Due By 4/30/2007</b>	<b>\$ 14,101.61</b>

Sancom dba Mitchell Telecom  
1801 North Main Street  
Mitchell, SD 57301

BAN  
Invoice Number 682CD0432  
Company Code 1000566  
ACNA 682C  
Bill Date 5/1/2007

For billing inquiry, please contact Michelle Bortnem - Phone: 605-990-1000 - e-Mail: mbortnem@mitchelltelecom.com

**SWITCHED ACCESS SERVICE  
FEATURE GROUP D**

**Bill To:** Qwest Communications  
12150 Monument Drive, Suite 700  
Fairfax, VT 22033

**\*\*\* BALANCE DUE INFORMATION \*\*\***

Previous Invoice	\$ 14,101.61
Payments Applied	\$ 14,101.61
Adjustments Applied	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
<b>Total Balance Due</b>	<b>\$ 0.00</b>

**\*\*\* SUMMARY OF CURRENT CHARGES \*\*\***

Usage	\$ 2,126.92
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 18.25
Intrastate - InterLATA	\$ 11,962.62
Intrastate - IntraLATA	\$ 0.00
Local	
Recurring Charges	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
Other Charges & Credits	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
<b>Total Current Charges</b>	<b>\$ 14,107.79</b>
<b>Total Due</b>	<b>\$ 14,107.79</b>

**Remit Payment To:**  
**Provider 682C**

1801 North Main Street  
Mitchell, SD 57301

Ban  
Invoice Number  
Bill Date  
**Total Amount Due By 5/31/2007**

682CD0432  
1000566  
5/1/2007  
**\$ 14,107.79**

Sancom dba Mitchell Telecom  
1801 North Main Street  
Mitchell, SD 57301

BAN 682CD0432  
Invoice Number 1000593  
Company Code 682C  
ACNA  
Bill Date 6/1/2007

For billing inquiry, please contact Michelle Bortnem - Phone: 605-990-1000 - e-Mail: mbortnem@mitchelltelecom.com

**SWITCHED ACCESS SERVICE  
FEATURE GROUP D**

**Bill To:** Qwest Communications  
12150 Monument Drive, Suite 700  
Fairfax, VT 22033

**\*\*\* BALANCE DUE INFORMATION \*\*\***

Previous Invoice	\$ 14,107.79
Payments Applied	\$ 0.00
Adjustments Applied	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
<b>Total Balance Due</b>	<b>\$ 14,107.79</b>

**\*\*\* SUMMARY OF CURRENT CHARGES \*\*\***

Usage	\$ 3,768.31
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 17.27
Intrastate - InterLATA	\$ 11,511.93
Intrastate - IntraLATA	\$ 0.00
Local	
Recurring Charges	\$ 0.00
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
Other Charges & Credits	\$ 0.00
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
<b>Total Current Charges</b>	<b>\$ 15,297.51</b>
<b>Total Due</b>	<b>\$ 29,405.30</b>

**Remit Payment To:**  
**Provider 682C**

1801 North Main Street  
Mitchell, SD 57301

Ban	682CD0432
Invoice Number	1000593
Bill Date	6/1/2007
<b>Total Amount Due By 6/29/2007</b>	<b>\$ 29,405.30</b>

Sandcom dba Mitchell Telecom  
1801 North Main Street  
Mitchell, SD 57301

BAN 682CD0432  
Invoice Number 1000620  
Company Code 682C  
ACNA  
Bill Date 7/1/2007

For billing inquiry, please contact Michelle Borthem - Phone: 605-990-1000 - e-Mail: mborthem@mitchelltelecom.com

**SWITCHED ACCESS SERVICE  
FEATURE GROUP D**

**Bill To:** Qwest Communications  
12150 Monument Drive, Suite 700  
Fairfax, VT 22033

**\*\*\* BALANCE DUE INFORMATION \*\*\***

Previous Invoice	\$ 29,405.30
Payments Applied	\$ 0.00
Adjustments Applied	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00

**Total Balance Due \$ 29,405.30**

**\*\*\* SUMMARY OF CURRENT CHARGES \*\*\***

Usage	
Interstate - InterLATA	\$ 14,860.86
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 39.08
Intrastate - IntraLATA	\$ 11,998.01
Local	\$ 0.00
Recurring Charges	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
Other Charges & Credits	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00

**Total Current Charges \$ 26,897.95**

**Total Due \$ 56,303.25**

**Remit Payment To:** 1801 North Main Street  
**Provider 682C** Mitchell, SD 57301

Ban	682CD0432
Invoice Number	1000620
Bill Date	7/1/2007
<b>Total Amount Due By 7/31/2007</b>	<b>\$ 56,303.25</b>

Sancom dba Mitchell Telecom  
1801 North Main Street  
Mitchell, SD 57301

BAN 682CD0432  
Invoice Number 1000647  
Company Code 682C  
ACNA  
Bill Date 8/1/2007

For billing inquiry, please contact Michelle Bortnem - Phone: 605-990-1000 - e-Mail: mbortnem@mitchelltelecom.com

**SWITCHED ACCESS SERVICE  
FEATURE GROUP D**

**Bill To:** Qwest Communications  
12150 Monument Drive, Suite 700  
Fairfax, VT 22033

**\*\*\* BALANCE DUE INFORMATION \*\*\***

Previous Invoice	\$ 56,303.25
Payments Applied	\$ 0.00
Adjustments Applied	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
<b>Total Balance Due</b>	<b>\$ 56,303.25</b>

**\*\*\* SUMMARY OF CURRENT CHARGES \*\*\***

Usage	\$ 12,434.70
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 28.06
Intrastate - InterLATA	\$ 10,230.57
Intrastate - IntraLATA	\$ 0.00
Local	
Recurring Charges	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
Other Charges & Credits	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
<b>Total Current Charges</b>	<b>\$ 22,693.33</b>
<b>Total Due</b>	<b>\$ 78,996.58</b>

**Remit Payment To:**  
**Provider 682C**

1801 North Main Street  
Mitchell, SD 57301

Ban  
Invoice Number  
Bill Date  
**Total Amount Due By 8/31/2007**

682CD0432  
1000647  
8/1/2007  
**\$ 78,996.58**



Sancom dba Mitchell Telecom  
1801 North Main Street  
Mitchell, SD 57301

BAN  
Invoice Number 682CD0432  
Company Code 1000674  
ACNA 682C  
Bill Date 9/1/2007

For billing inquiry, please contact Michelle Bortnem - Phone: 605-990-1000 - e-Mail: mbortnem@mitchelltelecom.com

**SWITCHED ACCESS SERVICE  
FEATURE GROUP D**

**Bill To:** Qwest Communications  
12150 Monument Drive, Suite 700  
Fairfax, VT 22033

**\*\*\* BALANCE DUE INFORMATION \*\*\***

Previous Invoice	\$ 78,996.58
Payments Applied	\$ 0.00
Adjustments Applied	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
<b>Total Balance Due</b>	<b>\$ 78,996.58</b>

**\*\*\* SUMMARY OF CURRENT CHARGES \*\*\***

Usage	\$ 16,540.71
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 59.28
Intrastate - InterLATA	\$ 12,723.47
Intrastate - IntraLATA	\$ 0.00
Local	
Recurring Charges	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
Other Charges & Credits	
Interstate - InterLATA	\$ 0.00
Interstate - IntraLATA	\$ 0.00
Intrastate - InterLATA	\$ 0.00
Intrastate - IntraLATA	\$ 0.00
Local	\$ 0.00
<b>Total Current Charges</b>	<b>\$ 29,323.46</b>
<b>Total Due</b>	<b>\$ 108,320.04</b>

**Remit Payment To:** 1801 North Main Street  
**Provider 682C** Mitchell, SD 57301

Ban	682CD0432
Invoice Number	1000674
Bill Date	9/1/2007
<b>Total Amount Due By 9/30/2007</b>	<b>\$ 108,320.04</b>